

**IT IS THE VENDORS'S RESPONSIBILITY TO CHECK FOR
ADDENDUMS PRIOR TO SUBMITTING PROPOSAL**

**REQUEST FOR PROPOSALS
SPECIFICATION NO. 06-074**

The Lincoln-Lancaster County Health Department intends to enter into a contract and invites you to submit a sealed proposal for:

**HAZARDOUS CHEMICAL AND ENVIRONMENTAL EMERGENCY
RESPONSE SERVICES**

Sealed proposals will be received by the Lincoln-Lancaster County Health Department on or before **12:00 noon, March 08, 2006** in the office of the **City/County Purchasing Agent, Suite 200, "K" Street Complex, Southwest Wing, 440 South 8th Street, Lincoln, Nebraska 68508**. Proposals will be publicly opened, reading only the names of the individual/firm submitting proposals in the Council Chambers located on the First Floor. Fee envelopes will not be publicly opened.

Submitters should take caution if the U.S. mail or mail delivery services are used for the submission of proposals. Mailing should be made in sufficient time for the proposals to arrive in the Purchasing Division, prior to the time and date specified above.

**REQUEST FOR PROPOSAL
SPECIFICATIONS
HAZARDOUS CHEMICAL AND ENVIRONMENTAL
EMERGENCY RESPONSE SERVICES**

If individuals/firms have technical questions concerning this Request for Proposal, please contact Ron Eriksen, CHMM, Senior Environmental Health Specialist, Environmental Public Health Division, Lincoln-Lancaster County Health Department at 402-441-6238

1. INTENT

- 1.1 It is the intent of the City of Lincoln, Lancaster County, and the Lincoln-Lancaster County Health Department (LLCHD) to enter into a contract with an independent contractor for a one year period, with two optional one year renewal periods, to perform, on an as needed basis, various phases of removal of materials to protect the public health and the environment and the remediation of the affected area to a specified condition (usually LLCHD, NDEQ or EPA satisfaction).
- 1.2 Many of the events involved are considered environmental and/or public health and safety emergency responses.
- 1.3 The Contractor must be trained, equipped and prepared to deal with emergency responses within the scope of 29 CFR 1910.120.
- 1.4 This contract does not obligate LLCHD to contract for any specific service.
- 1.5 LLCHD may choose to perform some or all of the services related to hazardous materials releases, including but not limited to, containment, separation, identification, packaging, labeling, sampling, environmental clean-up and remediation, transportation, storage and disposal.
- 1.6 This contract is with the LLCHD **only** and **does not include** other city/county agencies such as Lincoln Fire and Rescue(LFR), Public Works, Lincoln Police Department (LPD), Lancaster Sheriff Office (LSO) or Volunteer Fire and Rescue (VFR) agencies that respond in Lancaster County.
- 1.7 Other city/county agencies and departments **may** use this contract to perform such work if they wish, but this is **not** required under this contract.
- 1.8 The LLCHD, other government or quasi-government agencies and departments, and private parties, may perform various parts or all of the work necessary to investigate and remediate a site.
- 1.9 Contractors may be required to perform services outside of Lancaster County on rare occasions when LLCHD is asked to respond in support of other local, state and federal government agencies, teams or departments.
- 1.10 Contractors may be required to respond and provide services for an extended period of time in multiple locations in response to disasters or other significant events.

2. SCOPE OF WORK

- 2.1 Historical Workload
 - 2.1.1 Previous contract workload and payment history has varied from year to year. Since the calendar year 2000, work loads have been anywhere from 3 to 21 calls per year with total yearly payments from LLCHD being made to contractors in the range of \$6,150 to \$25,750 per year.

- 2.1.2 A total of 68 call-outs were made for the time period of 2000-2005. Total payments from LLCHD to contractors for the 2000-2005 period were \$99,387.18. While workloads for this contract are very hard to estimate, it is expected that they will remain in this range for the foreseeable future.
- 2.2 Services to be provided:
 - 2.2.1 The response services include, but are not limited to, consultation, project management, site assessment, sampling, laboratory tests, short term monitoring, analytical services, site remediation, materials and contaminant removal, transportation, temporary storage and disposal of hazardous materials, hazardous wastes, special wastes and/or related solid wastes generated or managed in the performance of these services.
 - 2.2.1.1 The Contractor must be able to perform or have the resources available to perform these services.
 - 2.2.2 Response expectation is that the Contractor shall have staff onsite within one hour to assist LLCHD.
 - 2.2.2.1 The Contractor must be accessible on a 24 hour basis via telephone or pager.
 - 2.2.2.2 Lack of accessibility (getting voice mail or no answer) or failure to respond (no call back to a page within 5 minutes) is grounds for LLCHD to hire another contractor to provide services for the event.
 - 2.2.2.2.1 Any additional cost over and above the contracted rate shall be paid by the contractor.
 - 2.2.3 The Contractor will provide or arrange for all necessary equipment, supplies, transportation, and personnel necessary to complete the project in a timely fashion.
 - 2.2.3.1 LLCHD or other city/county agencies will not pay for acquisition of new or additional equipment, nor will they lend equipment to the contractor.
 - 2.2.4 The Contractor may subcontract for services as necessary provided these services meet the terms of this request.
 - 2.2.4.1 Compensation for the services of these third party contractors is the sole responsibility of the Contractor.
 - 2.2.4.2 The Contractor is responsible to assure the competency of the subcontractor personnel to perform the required services, including that all subcontractors have all necessary training, certifications and permits to perform work as required by federal, state and local laws and regulations.
 - 2.2.5 The services covered in this request may be for events involving either outdoor or indoor environments.
- 2.2 Site Responsibilities
 - 2.2.1 In many events, Lincoln Fire and Rescue (LFR) or a Rural Fire District, law enforcement or local emergency management agency is responsible for protecting public safety by establishing the Incident Command System (ICS) or Unified Command System (UCS) including initial event control measures, delineation of the "hot zone", providing for site safety, rescuing and treating victims, and initiating evacuations and first response mitigation measures as necessary.
 - 2.2.1.1 The Contractor and all subcontractors must function within this incident/unified command system.
 - 2.2.1.2 In any event where the ICS/UCS is in place, services will be rendered on request to the LLCHD representative on site. The

contractor will normally be assigned to a LLCHD representative upon arrival. LLCHD, not the contractor, will provide advisement to the incident commander on the scene.

- 2.2.1.3 The Contractor will provide consulting services that focus on remedial approaches that reduce waste and the associated remediation costs that may result from the initial response.
- 2.2.1.4 The LLCHD emergency response team representative will then advise the members of the incident command/unified command structure as appropriate.
- 2.2.1.5 The Contractor **shall not have any contact** with the Incident Commander or other agencies without the LLCHD's approval.
- 2.2.2 In an event where there is no Incident Command System in place the Contractor will be directed by the LLCHD emergency response team member in charge of the operations, or a LLCHD designee, at the site.
- 2.2.3 The LLCHD emergency response team representative will provide the Contractor's project manager with a signed work order and/or clean-up agreement which will include a brief description of the project.
 - 2.2.3.1 The Contractor's project manager will review the emergency and remediation procedures with the LLCHD emergency response team representative and dispatch any additional work crews and equipment needed.
 - 2.2.3.2 Any amendments to the work order that may be necessary to ensure public health and safety, environmental protection or adequate cleanup and closure of the site will be provided to the Contractor in writing.
 - 2.2.3.3 The Contractor will provide a separate written cost estimate for any additional work to be done as the result of amending the work order.
- 2.2.4 A cost estimate based on project specification, bid prices and site safety plan shall be submitted to LLCHD for review and approval before any work begins.
 - 2.2.4.1 This shall include estimates of personnel hours, equipment, supplies, etc.
 - 2.2.4.2 Cost overruns greater than 10% must be approved by the LLCHD.
- 2.2.5 In events where a responsible party has not been identified and a work order has been signed and during the course of the event a responsible party is identified, the Contractor will be expected to make every reasonable effort to collect compensation from the responsible party or their insurance carrier prior to billing LLCHD.
- 2.2.6 The Contractor will provide a project manager on site within one (1) hour of notification by the LLCHD, and shall provide labor and equipment on site within 90 minutes of initial notification by the LLCHD unless an extension is authorized by the LLCHD emergency response team representative.
- 2.2.7 Project managers must have completed the OSHA 40 Hour Hazardous Materials Training or the NFPA equivalent plus the 8 hour OSHA or 24 hour NFPA supervisor training and be current with all required refresher courses.

- 2.2.7.1 The Contractor will only utilize site labor personnel who have completed the 40 hour OSHA Hazardous Materials training or the equivalent, have current recertifications, and can demonstrate competencies to LLCHD satisfaction.
- 2.2.7.2 The responder to this RFP must include a copy of current primary response and supervisor employee(s) certifications with their proposal.
- 2.2.8 The IC or the LLCHD emergency response team representative may remove any person working for the Contractor from the site if they fail to follow directives, interfere with government response agencies, act in a manner that is unprofessional or fail to demonstrate competency in emergency response as required by 40 hour OSHA Hazardous Materials training or the equivalent.
- 2.2.9 In no case shall the Contractor or subcontractors interact with the news media regarding an event without explicit written permission of LLCHD.
- 2.2.10 For routine incidents, the LLCHD may authorize cleanup via the telephone without a specific written order.
 - 2.2.10.1 In the absence of a specific written order, the Contractor will clean up the contaminated area to the degree necessary to protect the public health and the environment and to meet regulatory requirements.
 - 2.2.10.2 Any materials removed from the site will be recycled whenever possible.
 - 2.2.10.3 All materials and waste must be transported, managed and disposed of in accordance with federal, state and local waste regulations.
 - 2.2.10.4 Certificates of disposal are required to be provided to LLCHD within one (1) year for hazardous waste/materials removed from the site.
 - 2.2.10.5 Copies of bills of lading and/or load receipts for non-hazardous materials, special wastes and solid wastes and signed manifests for hazardous wastes are required to be provided to LLCHD with the bill.
 - 2.2.10.6 Hazardous waste or suspected hazardous waste (from these sites) shall not be commingled with waste from other sites prior to waste being received at the final treatment/disposal facility.
- 2.3 Transportation and Storage of Materials and Wastes From the Site
 - 2.3.1 The contractor must safely transport all hazardous wastes, suspected hazardous wastes, unknown materials, and all contaminated materials, media and debris, in accordance with all DOT regulations, including but not limited to: manifests, bill of lading, placards, labels and markings; to secured facilities which have EPA/NDEQ permit/ID number(s) for storage of hazardous waste and materials (if required).
 - 2.3.1.1 The storage facilities used for hazardous waste, suspected hazardous waste or unknowns shall have current and valid EPA TSD ID #'s or a State ID number for the state in which it is located. The contractor may request an emergency storage permit from NDEQ for locations not currently permitted for storage of these types of wastes, materials or unknowns.
 - 2.3.1.2 Revocation or suspension of these ID #'s shall be grounds for immediate termination of the contract.

- 2.3.1.3 Failure to have a current ID# shall be grounds for immediate termination of the contract.
 - 2.3.1.4 LLCHD may choose to store various materials and/or wastes at government facilities, designated areas or other temporary commercial locations as approved by LLCHD.
 - 2.3.2 The Contractor and/or their subcontractors shall transport all hazardous materials, hazardous wastes and any other regulated materials in accordance with the U. S. Department of Transportation regulations.
 - 2.3.2.1 Transport vehicles must be able to pass a DOT inspection for commercial transportation of wastes and materials.
 - 2.3.2.2 Exemptions may be authorized in writing by the IC or designated LLCHD representative in certain rare situations.
 - 2.3.2.3 Exemptions must be in writing and signed by the IC or designated LLCHD representative prior to transport.
 - 2.3.2.3.1 Copies of these written exemptions signed by the IC shall be attached to the invoice to LLCHD or immediately upon request of the LLCHD, whichever is earliest.
 - 2.3.2.4 All transporters must have valid NDEQ/EPA transport ID #'s or a valid ID number from another state.
 - 2.3.2.5 All drivers that transport any quantity of hazardous materials/wastes must have a CDL with a hazmat endorsement.
 - 2.3.2.6 The Contractor is required to provide transport ID numbers for all transporters and subcontractors that may transport hazardous materials and/or wastes with the proposal.
 - 2.3.2.7 Failure to comply with the above requirements shall be grounds for immediate termination of the contract.
 - 2.3.3 The Contractor will prepare and file all DOT shipping papers, disposal manifests, reports and other relevant documentation in accordance with federal, state, and local laws and regulations and will provide copies of each to the LLCHD within 10 days of filing each document.
 - 2.3.4 Cleaners and Liquid Waste Haulers Permit
 - 2.3.4.1 The Contractor shall have a valid Cleaners and Liquid Waste Haulers permit as required under Lincoln Municipal Codes, issued by the LLCHD, at all times that this contract is in place.
 - 2.3.4.2 If the contractor fails to have a valid permit during a response, the contractor will hire an approved subcontractor with a valid cleaners and liquid waste haulers permit or the LLCHD may immediately terminate the contract and hire another contractor that is in compliance with all local, state and federal codes, laws and regulations.
- 2.4 Storage of Materials.
 - 2.4.1 The Contractor must provide a secured, temporary storage facility, and the facility address, for containerized hazardous materials.
 - 2.4.1.1 The temporary storage location will be so located and secured to prevent access to and minimize the risk to the public.
 - 2.4.1.2 The Contractor must provide access to the facility on a 24 hour basis.
 - 2.4.1.3 The facility must have a valid USEPA or NDEQ ID# for the storage of hazardous materials and wastes.
 - 2.4.1.4 The compliance history of storage facilities for the last 10 years must be provided with the proposal.

- 2.4.1.5 New facilities that are not included with the initial proposal must be approved by the LLCHD, in writing, in advance of being used.
- 2.4.1.6 The temporary storage facility will comply with all federal, state, and local laws and regulations.
- 2.4.1.7 The Contractor shall permit LLCHD to inspect the Contractor's facilities at any reasonable time for the purpose of determining compliance with the provisions of the contract and with the Lincoln Municipal Code.
- 2.4.1.8 The contractor shall immediately comply with all written orders and instructions from any local, state or federal agency. Failure to comply with such orders or instructions shall be grounds for immediate termination of the contract by LLCHD.
- 2.4.1.9 For buildings or other storage locations located within the corporate limits of the City of Lincoln or within the three mile area surrounding the corporate limit, the locations and buildings must comply with the Lincoln Municipal Code, building and fire ordinances enforced by the City of Lincoln Building and Safety Department, including the Bureau or Fire Prevention
- 2.4.2 LLCHD may choose to store certain materials and wastes in its own hazardous materials storage facilities.
 - 2.4.2.1 When the Contractor transports hazardous material and wastes to these facilities, the Contractor will label and mark all materials appropriately and place materials in the facility in accordance with LLCHD storage protocols.
 - 2.4.2.2 Materials shall be stored in UN Specification containers and properly labeled.
 - 2.4.2.3 Non-Spec containers shall not be accepted.
 - 2.4.2.4 The contractor shall not approach or access storage facilities, buildings or locations or access any real property, not owned by and titled to the contractor, where LLCHD storage facilities are located without authorized LLCHD staff members being on site. LLCHD may allow other government departments, agencies and contractors access to and use of our facilities. The contractor shall not approach facilities if other agencies or contractors are present without written authorization.
 - 2.4.2.5 Release of information, data or any images (photos, videos, drawings, or any other method of recording) or sound(s) heard is strictly forbidden and will be grounds for immediate termination of the contract as well as legal action being taken by the government against the Contractor.
- 2.4.3 LLCHD may require materials transported to the storage site to be repacked, either by the Contractor or LLCHD staff, into containers provided by LLCHD.
 - 2.4.3.1 The Contractor's original container shall be returned or the LLCHD may chose to replace the contractors original container with one of similar size and condition to reduce labor charges and costs to LLCHD..
 - 2.4.3.2 LLCHD shall pay the Contractor for containers at a rate of 10% of the normal contract purchase price for each day the container is used, up to the retail value of the container.

2.5 Disposal of Materials and Wastes

- 2.5.1 The Contractor must provide disposal services for some, all or part of the hazardous materials, hazardous wastes, special wastes, and solid wastes generated in the course of the response to an event as directed by LLCHD. LLCHD shall have sole discretion to determine what wastes and materials are disposed of by the contractor and where the Contractor shall dispose of these materials and wastes.
 - 2.5.1.1 Disposal services will include any necessary waste characterization and transportation to a State or Federally approved site in accordance with all DOT and EPA regulations.
 - 2.5.1.2 Manifests or bills of lading shall be used for all shipments.
 - 2.5.1.3 Disposal facilities shall be pre-approved for disposal of materials and wastes by LLCHD.
 - 2.5.1.4 Commingling of hazardous/special wastes, chemicals, fuels and hazardous materials shall not occur until the waste is received at the final disposal facility.
 - 2.5.1.5 The Contractor shall be aware of all local requirements under the Lincoln Municipal Solid Wastes Code including occupations tax requirements, and shall comply with all requirements, taxes and fee's applicable under the Lincoln Municipal Code.
- 2.5.2 The Contractor will acquire all necessary permits required by federal, state and local laws and regulations for disposal of all hazardous materials, hazardous wastes, special wastes, and solid wastes generated from an event.
- 2.5.3 The Contractor shall be responsible for all taxes, surcharges and compliance issues with the state and EPA where the interim or final storage and/or disposal of waste and materials generated by these events occur, unless these facilities are owned and/or operated by the LLCHD.
- 2.5.4 LLCHD may choose to use other contractors or agencies for disposal of all or part of the hazardous, special and solid wastes and hazardous and special materials generated during these response events.
- 2.5.5 The contractor shall dispose of all solid and special wastes generated by LLCHD responses at permitted government facilities (such as Bluff Road Landfill, North 48th Street Transfer Station and the Teresa Street Wastewater Treatment Plant) located within Lancaster County, if those facilities can accept those wastes. Any and all exceptions to this must be approved in writing by LLCHD. The contractor is responsible for complying with all special waste and occupation tax requirements.

2.6 Post Remediation Requirements

- 2.6.1 The LLCHD may inspect the project site to ensure satisfactory site clean-up.
 - 2.6.1.1 The Contractor will be required to complete the project as specified in the clean-up work order and any amendments thereto.
- 2.6.2 The Contractor shall provide documentation of the project to include: itemized billing statements and invoices; shipping documents, bills of lading, hazardous waste manifests, and other documents that certify that the wastes generated by a project have been transported and disposed of in accordance with local, state, and federal law; and a signed letter stating the site was remediated as stated in the clean-up work order.

- 2.6.2.1 All documentation shall be provided to LLCHD within 45 days of the date on the work order.
- 2.6.2.2 Any exception to this time frame must be requested in writing, with clear justification as to why an extension should be granted.

3. GENERAL REQUIREMENTS

- 3.1 When providing services covered by this request, the Contractor and any subcontractors shall perform all services in compliance with local, federal, and state laws and regulations.
- 3.2 The Contractor shall comply with all provisions of the Nebraska Revised Statutes 76-2301, known as the One Call Notification System Act.
- 3.3 The Contractor shall use a laboratory that follows EPA approved procedures for Quality Assurance/Quality Control.
- 3.4 The Contractor shall collect samples and analyze materials in accordance with the EPA approved methods appropriate to the physical state of the material analyzed and the potential regulatory status of the material.
- 3.5 The Contractor shall provide a written chain of custody procedure and follow that procedure when handling any samples.
- 3.6 The Contractor shall provide a written copy of their field screening/hazcat plan for unknown wastes and materials.
- 3.7 The Contractor shall provide LLCHD a list of wastes and materials that they are unable to accept or manage.
- 3.8 The Contractor shall exercise reasonable judgement in performing the contracted services and be liable for any loss incurred by the City as a result of failure to use reasonable judgement.
- 3.9 The Contractor shall supply all personnel, equipment, supplies and services to complete the project in accordance with the Fair Labor Standards Act.
- 3.10 The Contractor shall prepare a site safety and health plan for each event when required by law.
- 3.11 The Contractor shall use only subcontractors, TSD facilities, laboratories, transporters, disposal companies/facilities, material and equipment that conform to federal, state, or local laws to perform services. The subcontractors shall have all necessary permits, licences and training required under all applicable laws and regulations.
 - 3.11.1 All transport companies, storage and disposal facilities shall have valid State or EPA ID numbers.
- 3.12 All provisions as listed in the attached Insurance Clause must be met.
- 3.13 Upon renewal of the contract, the City of Lincoln thru LLCHD, may reasonably modify the required insurance coverage to reflect then current risk management practices in the hazardous chemical emergency response and environmental clean-up industry and underwriting practices in the insurance industry, or changes in the City of Lincoln insurance requirements.
- 3.14 The Contractor shall notify the LLCHD in writing within 72 hours of any warning notifications, violations, citations, or court actions, that relate to the services performed by the Contractor, all subcontractors, and any facility, described in this RFP, with details of each, received from federal, state, or local agencies or courts of law.
- 3.15 The Contractor shall immediately notify the LLCHD of any changes in operation which prevents the Contractor or their subcontractors from fulfilling the requirements of this contract.

4. SUBMITTAL REQUIREMENTS

- 4.1 Submit ten (10) copies of your proposal on or before the date and time established for receiving proposal to:
Mr. Vince M. Mejer, CPPO, C.P.M.
Purchasing Agent
K St. Complex, Ste 200, Southwest Wing
440 S. 8th St.
Lincoln, NE 68508
- 4.2 Proposals received after the established date and time will be rejected.
- 4.3 Proposals will be publicly opened, reading only the names of the individuals/firms submitting proposals.
 - 4.3.1 Fee envelopes will not be publicly opened.
- 4.4 All fees submitted as part of your proposal may be further negotiated during the negotiation process.

5. PROPOSAL OUTLINE

- 5.1 When submitting a proposal for services described in this Request for Proposals, perspective contractors must submit the following information:
 - 5.1.1 Business Information
 - 5.1.1.1 Business name, address, and telephone number.
 - 5.1.1.2 Number of years the business has provided services described in this RFP.
 - 5.1.1.3 Names and mailing addresses of all principals including parent corporations, holding companies, individual business or corporation officers, agents, subsidiaries, and persons holding equal or more than a ten percent financial interest in the business.
 - 5.1.1.4 Former names and addresses of the business when held under any principal listed in item 5.1.1.3 above.
 - 5.1.1.5 Dates, descriptions, final determination and issuing agency of any letters of warning, notices of violation, warning notices, citations, orders, fines or penalties, issued to your company, any subsidiaries, any prime subcontractors and any principal listed in 5.1.1.3 by any federal, state, or local governmental agency responsible for enforcement of environmental statutes, rules or regulations or any federal, state or local governmental agency responsible for enforcement of statutes, rules, or regulations relating to the safe transport, management, storage, treatment, handling and/or disposal of hazardous materials, hazardous wastes, special wastes and solid wastes, or any court action taken against the company, subsidiaries, facilities and/or prime subcontractors that involves any work specified in this contract within the last 10 years, regardless of final disposition or pending resolution.
 - 5.1.1.6 Failure to provide information on any of the above is grounds for immediate termination of the contract or rejection of the Contractors bid.
- 5.2 Qualifications
 - 5.2.1 Names of key personnel, educational background and experience of each, training certificates, professional certifications and length of service with the individual/firm.
 - 5.2.2 Current projects of the individual/firm
 - 5.2.3 List of completed projects over the most recent period of five (5) years for which the individual/firm was the principal professional.

- 5.2.3.1 Provide the name, address, and contact person with whom your business was engaged in these projects.
 - 5.2.4 References that can be contacted by staff; include names, addresses and telephone numbers.
 - 5.2.5 List of various specific local, state, and federal agencies with whom contractor has worked, including a point of contact.
 - 5.2.6 Names of prime subcontractors that will be regularly used to provide services under this contract, including specialized services or equipment not owned by the contractor.
- 5.3 Capabilities
 - 5.3.1 Describe in detail the capabilities of your business to meet the response time requirements described in paragraph 2.1.2. and 2.2.6.
 - 5.3.1.1 Include telephone numbers, contact persons, and describe your backup system.
 - 5.3.2 Describe the number of trained, full time workers employed that are available and their level of training. Specify if these employees work for other subcontractors that will be hired to perform services under this contract.
 - 5.3.4 Describe any training company employees have received in the principles of the incident command system, including training certificates.
 - 5.3.5 Describe an incident at which company employees functioned within the incident command system.
 - 5.3.5.1 Include the date, time, location and incident commander's name and address.
 - 5.3.6 Describe your company's local temporary storage facility for containerized hazardous materials. Provide photos.
 - 5.3.6.1 Include statements about accessibility on a twenty-four hour basis, location, security and compliance with regulations as well as valid EPA ID Numbers. Provide copies of documentation and photos.
 - 5.3.6.2 Include regulatory compliance history for the past 10 years on your proposed storage locations.
 - 5.3.7 Describe how your company intends to provide disposal services for all hazardous materials, hazardous wastes, special wastes, and solid wastes generated in the course of the response to an event.
 - 5.3.7.1 Disposal services must include any necessary waste characterization and transportation to a State or Federally approved facility or disposal site.
 - 5.3.7.2 Provide a list of all disposal sites that are to be used by the contractor for disposal of hazardous waste, hazardous materials, special waste or solid waste.
 - 5.3.8 If your company uses a contract laboratory for analysis work, provide the name and address of the laboratory.
 - 5.3.8.1 If your company has its own laboratory, describe its capabilities, procedures for quality assurance/quality control and the analytical procedures used.
 - 5.3.9 Describe staff training and experience in collecting samples for analysis in accordance with the EPA approved methods appropriate to the physical state of the material being analyzed and the potential regulatory status of the material. Include examples of such projects, especially with government agencies, and describe the sampling services and type of materials sampled. Include a point of contact with the agency or business that you performed this work for. Provide a copy of a sampling plan used on an incident or environmental clean-up site.

- 5.3.10 Provide copy of a site safety and health plan used by your company on an incident or environmental clean-up site.
- 5.3.11 Provide a copy of a hazcat plan used to identify unknowns on a site. This plan must include all steps used to classify a material.
- 5.3.12 Describe your company's medical monitoring program for employees engaged in hazardous materials remediation.
- 5.3.13 Describe what resources and equipment you would expect the LLCHD to provide when performing services described in this RFP.
- 5.4 Supporting Documents
 - 5.4.1 Provide a list of equipment owned by the contractor that shows that you have the ability and resources to perform the required work.
 - 5.4.1.1 Provide a list of equipment owned by subcontractors that is intended for use under this contract, who the subcontractor is and any signed agreements that the equipment will be available when needed for response.
 - 5.4.2 Provide your company's written chain of custody procedure.
 - 5.4.3 Provide evidence, such as compliance histories, that all subcontractors, TSD facilities, laboratories, transporters, disposal companies and facilities conform to federal, state, or local laws to perform services and that they have current State or EPA ID numbers. Provide all information required in section 5.1.1.5 involving compliance history(s) for all subcontractors.
 - 5.4.4 Provide a statement from your insurer that you can secure required insurance.

6. ESTIMATED COSTS FOR SERVICES PROVIDED

- 6.1 Submit with your proposal an outline of services to be provided together with proposed cost of each service listed.
- 6.2 Submit all costs in a separate sealed envelope, with the original proposal, clearly marked with the individuals/firm's name and the project title noted above.
- 6.3 Proposals will be publicly opened, reading only the names of the individuals/firms submitting proposals, not their proposed costs.
 - 6.3.1 Cost envelopes will not be opened until the individuals/firms have been ranked (e.g. 1, 2, 3) in accordance with the selection process and procedure.
 - 6.3.2 All costs submitted as part of your proposal may be further negotiated during the negotiation process.

7. EVALUATION CRITERIA AND CONTRACT AWARD

- 7.1 The award of contract will be made to the most qualified individual/firm utilizing the following criteria. (Final decision of most qualified rests solely with the LLCHD).
 - 7.1.1 Understanding of the requirements of emergency response.
 - 7.1.2 Company/Owner integrity, character, reputation, judgement and regulatory compliance history.
 - 7.1.3 Responsiveness of the proposal to submission requirements identified in this request for proposal.
 - 7.1.4 Relevance and suitability of the response approach and availability to meet the needs of the LLCHD.
 - 7.1.5 Qualifications, training and expertise of the company.
 - 7.1.6 Background experience as it directly relates to this hazardous chemical emergency response contract.
 - 7.1.7 Record of past performance on similar projects and regulatory compliance history.
 - 7.1.8 Comments and opinions provided by references.

- 7.1.9 Clarity, conciseness, and organization of the proposal.
- 7.1.10 Understanding of local/state/federal hazardous waste and hazardous materials regulations, including OSHA.
- 7.1.11 Cost Proposal
- 7.1.12 Any other information deemed relevant to the contract by the LLCHD,

8. TERMINATION FOR CONVENIENCE

- 8.1 LLCHD has the right to terminate this agreement at any time, for any reason, for LLCHD's own convenience.
- 8.2 If the LLCHD terminates this agreement for convenience, the LLCHD shall provide a written notice of the same to the Contractor.
 - 8.2.1 LLCHD shall pay any non-contested charges for services performed up to the date of the termination letter.
 - 8.2.2 Termination shall be effective 10 days after notification.
- 8.3 Either party has the right to terminate this agreement if the other party fails to perform as required in this agreement.
 - 8.3.1 Termination rights under this section may be exercised only after the non-breaching party notifies the breaching party of the failure to perform in writing.
 - 8.3.2 Termination shall be effective 10 days after notification. Upon termination, the LLCHD shall pay the contractor for any non-contested service completed up to the date of termination.

9. INQUIRIES

- 9.1 Any inquiries or requests for explanation in regard to the requirements should be made promptly.
- 9.2 No oral interpretation or clarifications will be given as to the meaning of any part of the Request for Proposal documents.
- 9.3 Prospective proposers desiring further information or interpretations must make requests in writing or by FAX inquiry no later than March 01, 2006 in order for a response to be issued in the form of an addendum well in advance of the date for submitting proposals.
- 9.4 Requests for information should be addressed to:
 - Tom Kopplin
 - Assistant Purchasing Agent, City of Lincoln
 - 440 S. 8th Street, Suite 200
 - Lincoln, NE 68508
 - FAX 402-441-6513
 - tkopplin@ci.lincoln.ne.us
- 9.5 Proposers are strongly cautioned to refrain from contacting or soliciting any City/County official or employee regarding this RFP.
- 9.6 Proposals shall be based solely on information provided in the RFP and any addenda thereto.
- 9.7 Requests for additional information shall not be solicited by any means other than prescribed herein.

Proposal
Specification No. 06-074
Opening Time: 12:00 Noon
Date: March 08, 2006

The undersigned submitter, having full knowledge of the requirements of the Lincoln-Lancaster County Health Department for the below listed services and the contract documents (which include the Request for Proposal, Instructions, Specifications, Contract, and any other Addenda) and all other conditions of the Proposal, agrees to contract with the Lincoln-Lancaster County Health Department for the Below listed services for the performance of this specification, complete in every respect, in strict accordance with the contract documents at and for the fees listed below.

Requirements for:
Hazardous Chemical Emergency Response

Cost for Basic Services, as outlined in proposal _____

Cost of Disposal _____

Cost of Supplies as outlined in proposal _____

Other Fees Not Listed _____

All normal reimbursable costs shall be included in the above fees.

INTER-LOCAL PURCHASING: The City/County desires to make available to other local government entities of the State of Nebraska, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements, the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicated on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in accordance with the contract terms and conditions, in addition to orders from City of Lincoln/Lancaster County.

_____ **YES** _____ **NO**

If "YES", Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities and counties. Terms and conditions of the contract must be met by political sub-divisions, cities and counties. Under no circumstances shall the City of Lincoln/Lancaster County be contractually obligated or liable for any purchases by these political sub-divisions, cities or counties.

NOTE:
RETURN 10 COPIES OF THE PROPOSAL AND SUPPORTING MATERIAL.
MARK OUTSIDE OF ENVELOPE AS FOLLOWS:
SEALED PROPOSAL FOR SPEC. 06-074

Company Name

By (Signature)

Street Address or P.O. Box

(Print Name)

City, State Zip Code

Title

Telephone No. Fax No.

Date

E-Mail Address

COSTS:

Mobilization Charges:

Mobilization for a Level 1 event (dumping in ditch, meth lab, minor spill on road, mercury, one or two employees)

Mobilization for a Level 2 event (materials in storm drains, contaminated creek, major fuel spill, full response crew)

Mobilization for a Level 3 event (multiple casualty event, explosions, disasters, WMD Events, multiple full response crews)

Equipment::

This is a general equipment list used by most contractors during hazardous materials emergency response events. It is not required that the proposer have access to all equipment listed below.

Vehicles:

Support Trucks (pick-up size)	Per hour
Support Trucks (box vans)	Per hour
Dump Truck--single axel	Per hour
Dump Truck-tandem axel	Per hour
Dump truck-semi trailer	Per hour
Dump tuck and pup	Per hour
Roll-Off hauler truck	Per hour

Heavy Equipment:

Tractor Loader/Backhoe	Per hour
Tracked Backhoe/Excavator (include bucket and arm size)	Per hour
Tracked Dozer/Loader (include size)	Per hour
Wheeled Loader (include bucket size)	Per hour
Tracked Skid Loader	Per hour
Wheeled Skid Loader	Per hour
Jet Truck	Per hour
Wet/Dry Vac/Pump Truck	Per hour
Covered Roll-off boxes (size and cost per day)	Per day
Uncovered Roll-off boxes (size and cost per day)	Per day

Monitoring Equipment: (Must provide copies of calibration logs and indicate type of unit)

PID/HNU	Per hour
Jerome/Mercury Meter	Per hour
CN Meter	Per hour
O2 meter	Per hour
CO meter	Per hour
CO2 meter	Per hour
Explosivity meter	Per hour
4 gas meter (include gases tested for)	Per hour
4 gas/PID meter combination	Per hour
Drager Set (indicate what tubes available and cost)	Per hour

Supplies:

Air Compressors	Per hour
Steam Cleaner/Pressure Washer	Per hour
Ventilation Fans (indicate CFMs)	Per hour
Generator (indicate Kw)	Per hour
Wet Vac	Per hour

Portable lighting	Per unit hour
(Indicate new or reconditioned containers on the following)	
5 gallon pail	Per pail
12 gallon pail	Per pail
30 gallon drum (metal)	Per drum
30 gallon drum (poly)	Per drum
55 gallon drum (metal)	Per drum
55 gallon drum (poly)	Per drum
85/95 gallon steel overpack	Per overpack
85/95 gallon poly overpack	Per overpack
Yard box w/ liner	Per box
Meter box w/ liner	Per box
Vermiculite (indicate bag size)	Per bag
Perlite (indicate bag size)	Per bag
Fill dit	Per ton
Road rock	Per ton
Hidry/oil dry	Per bag
Absorbents used on surface water	Per bag
Socks/Booms (type and size/quantity)	Per foot
Spill pads (indicate type and size)	Per pad
Decontamination Solutions (indicate type)	Per gallon

PPE Costs:

½ face respirators	Per man hour
full face respirators	Per man hour
PPAR	Per man hour
Airline	Per hour
SCBA	Per man hour
Cascade System	Per hour
Tyvek suit	Per suit
Sarenex	Per suit
Level B Encapsulating	Per suit
Level A Encapsulating	Per suit

Personnel: (Costs should be per hour)

Manager (CIH/CHMM/PE/PG/CSP/REHS)
 Operations level
 Technician level
 Laborer
 Driver Class A CDL
 Driver Class B CDL
 Equipment Operator
 Geologist (BS/MS)
 Engineer (BS/MS)
 Industrial Hygienist
 Toxicologist
 Clerical

Testing: (Laboratory Services)

Flash Point (up to 210 F)
 Corrosivity (pH)
 Reactivity (cyanide/sulfide/water)
 TCLP Metals except Hg
 TCLP Hg
 TPH (GRO/DRO/ORO)
 TCLP VOA

TCLP Semi Volatiles
TCLP Pesticide/Herbicide
TCLP Benzene
Paint Filter Test

Hazcat for transport of materials
Hazcat for disposal of materials

Disposal:

Ignitable waste (RCRA D001)	Containers 5g or less Containers 5g to 55g Bulk Liquids (vac truck for tank clean-outs) Aerosols
Corrosive waste (RCRA D002)	Containers 5g or less Containers 5g to 55g Bulk Liquids (vac truck) Aerosols
Reactive waste (RCRA D003)	Containers 5g or less Containers 5 to 55g Bulk Liquids Aerosols
TCLP waste (D004-D043)	Containers 5g or less Containers 5g to 55g Bulk Liquids Bulk Solids (per ton) Aerosols
Solvent waste (F & U List)	Containers 5g or less Containers 5g to 55g Bulk Liquids Bulk Solids Aerosols
Solvent waste (Non-RCRA)	Containers 5g or less Containers 5g to 55g Bulk Liquids Bulk Solids Aerosols

DOT Hazard Class Waste Disposal (per pound):

Explosives (fireworks, wetted powders, etc)
Compressed Gas Cylinders
Flammable Solids
Spontaneously Combustible
Dangerous When Wet
Oxidizers
Organic Peroxides
Toxic
Toxic (PIH)
Radioactives (White or Yellow II)
Asbestos
PCBS
Medical Waste
Pathogenic Waste

Specific Wastes:

Gasoline	Per gallon
Diesel	Per gallon
Kerosene	Per gallon
Concrete Sealer	Per gallon
Asphalt Coat/Sealer	Per gallon
Muriatic Acid	Per gallon
Lead Acid Battery	Per Battery (Intact)
	Per Battery (smashed)
Antifreeze	Per gallon
Latex Paint	Per gallon
Oil based paint/stain	Per gallon
waste oil	Per gallon
waste paint stripper	Per gallon
Petroleum contaminated water	Per gallon
Petroleum contaminated soil	(oil, diesel) Per ton
Petroleum contaminated soil	(gas) Per ton
Pesticide contaminated water	Per gallon
Pesticide contaminated soil	Per ton
Acid Gas Generators	Per pound
Anhydrous Ammonia in non-approved containers (each container)	

**INSTRUCTIONS TO PROPOSERS
CITY OF LINCOLN, NEBRASKA
PURCHASING DIVISION**

1. PROPOSAL PROCEDURE

- 1.1 Each RFP must be legibly printed in ink or typed, include full name, business address, telephone number, fax number and email address of the Proposer; and be signed in ink by the Proposer.
- 1.2 Response by a firm/organization other than a corporation must include the name and address of each member.
- 1.3 A response by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.4 Any person signing a response for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Proposals received after the time and date established for receiving offers will be rejected.

2. EQUAL OPPORTUNITY

- 2.1 Each proposer agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, proposer shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

3. DATA PRIVACY

- 3.1 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 3.2 The proposer agrees to hold the City harmless from any claims resulting from the proposer's unlawful disclosure or use of private or confidential information.

4. PROPOSER'S REPRESENTATION

- 4.1 Each proposer by signing and submitting an offer, represents that he/she has read and understands the specification documents, and the offer has been made in accordance therewith.
- 4.2 Each offer for services further represents that the proposer is familiar with the local conditions under which the work and has correlated the observations with the requirements of the RFP.

5. SPECIFICATION CLARIFICATION

- 5.1 Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of specification documents.
- 5.2 Proposers desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to date and time for response receipt.
- 5.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 5.4 Oral interpretations/changes to Specification Documents made in any other manner, will not be binding on the City; proposers shall not rely upon oral interpretations.

6. ADDENDA

- 6.1 Addenda are written documents issued by the City prior to the date for receipt of offers which modify or interpret the specification document by addition, deletion, clarification or correction.
- 6.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 6.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 6.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.
- 6.5 Proposers shall ascertain prior to submitting their offer that they have received all addenda issued, and they shall acknowledge receipt of addenda in their proposal.

7. ANTI-LOBBYING PROVISION

- 7.1 During the period between the proposal advertisement date and the contract award, proposers, including their agents and representatives, shall not lobby or promote their proposal with any member of the City Council or City Staff.

8. EVALUATION AND AWARD

- 8.1 The signed proposal shall be considered an offer on the part of the proposer. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.

- 8.2 No offer shall be withdrawn for a period of ninety (90) calendar days after the time and date established for receiving offers, and each proposer agrees in submitting an offer.
- 8.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 8.4 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a select firm or selected firms to arrive at a mutually agreeable relationship.
- 8.5 A committee will be assigned the task of reviewing the proposals received.
 - 8.5.1 The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the Proposer to clarify or expand qualification statements.
 - 8.5.2 The committee may also require a site visit and/or verbal interview with a Proposer or select group of Proposers to clarify and expand upon the proposal response.
- 8.6 The offer will be awarded to the lowest responsive, responsible proposer whose proposal will be most advantageous to the City, and as the City deem will best serve their requirements.
- 8.7 The City reserves the right to accept or reject any or all offers, parts of offers; request new proposals, waive irregularities and technicalities in offers; or to award the RFP on a split-order basis, or lump-sum basis; such as shall best serve the requirements and interests of the City.

9. INDEMNIFICATION

- 9.1 The proposer shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the proposer, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the proposer to indemnify or hold harmless the City of Lincoln for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.
- 9.2 In any and all claims against the City or any of its members, officers or employees by an employee of the proposer, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable,

the indemnification obligation under paragraph 13.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

10. LAWS

- 10.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.
- 10.2 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

11. AWARD

- 11.1 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a selected firm or firms to arrive at a mutually agreeable relationship.
- 11.2 The City shall be the sole judge as to merits of the proposal, and the City's decision will be final.
- 11.3 A committee will be assigned by the Mayor with the task of reviewing the proposals received.
 - 11.3.1 The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the proposer to clarify or expand qualification statements.
 - 11.3.2 A short list of firms from proposals submitted may be selected for a presentation to the committee and ranked by committee members.
- 11.4 Final approval to enter into contract negotiations with the top ranked firm will be by the Mayor of the City of Lincoln.
- 11.5 The City shall not be liable for any expense incurred in connection with preparation of a response to this RFP.
- 11.6 The contract document shall incorporate by reference all requirements, terms and conditions of the solicitation, proposal received and all negotiated details.

INSURANCE REQUIREMENTS FOR ALL CITY CONTRACTS

1. GENERAL PROVISIONS

- A. **Indemnification.** The Contractor shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Contractor to indemnify or hold harmless the City of Lincoln for any losses, claims, damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.
- B. **Approved Coverage Prior to Commencing Work/Subcontractors Included.** Contractor shall purchase and maintain in place insurance to Protect Contractor and City against all liabilities and hazards as provided in this article throughout the duration of the Contract. Contractor shall not commence work under this contract until the Contractor has obtained all insurance required under this Section and such insurance has been approved by the City Attorney for the City of Lincoln, nor shall the Contractor allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor has been so obtained and approved.
- C. **Occurrence Basis Coverage.** All insurance shall be provided on an **occurrence basis** and not on a claims made basis, except for hazardous materials, errors and omissions, or other coverage not reasonably available on an occurrence basis; provided that all such claims made coverage is subject to the prior written approval of the City Attorney and must be clearly indicated as such in any certificate showing coverage.
- D. **Authorized and Rated Insurers Required.** All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted by the City Attorney.
- E. **Certificates Showing Coverage.** All certificates of insurance shall be filed with the City Attorney, and may utilize an appropriate standard ACORD Certificate of Insurance form showing the specific limits of insurance coverage required by this Article; provided that restrictions, qualifications or declarations inconsistent with the requirements of this Article shall not relieve the Contractor from providing insurance as required herein. Such certificates shall show the City of Lincoln as additional insured, including by specific endorsement where necessary, as indicated in the following requirements. Such certificate shall specifically state that the related insurance policies are to be endorsed to require the insurer to provide the City of Lincoln thirty days, notice of cancellation, non-renewal or any material reduction in the stated amounts or limits of insurance coverage.
- F. **Terminology.** The terms "insurance," "insurance policy," or "coverage" as used in this article are used interchangeably and shall have the same meaning as "insurance" unless the context clearly requires otherwise. References to "ISO®" forms are merely for convenience and ease of reference, and an equivalent or better form as determined acceptable by the City Attorney may be used. (Note: ISO® is a registered trademark of ISO Properties, Inc.)

2. INSURANCE REQUIREMENTS

- A. **Scope of Required Coverage.** The Contractor shall take out and maintain during the life of Contract such insurance in the forms and minimum amounts as specified in this Article and as will protect Contractor and City from the following claims arising out of or resulting from or in connection

with the Contractor's operations, undertakings or omissions directly or indirectly related to the Contract, whether by the Contractor or any Subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- (1) Claims under workers' compensation, disability benefit, or other employee benefit acts;
- (2) Claims arising out of bodily injury, occupational sickness or disease, or death of an employee or any other person;
- (3) Claims customarily covered under personal injury liability coverage;
- (4) Claims other than to the work itself arising out of an injury to or destruction of tangible property, including the loss of use resulting therefrom;
- (5) Claims arising out of ownership, maintenance or use of any motor vehicle;
- (6) Railroad protective liability coverage in the event the contract involves work to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing.

- B. Worker's Compensation Insurance and Employer's Liability Insurance.** The Contractor shall provide applicable statutory Worker's Compensation Insurance with minimum limits as provided below covering all Contractor's employees, and in the case of any subcontracted work, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for Subcontractor's employees.

The Contractor shall provide Employer's Liability Insurance with minimum limits as provided below placed with an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each Subcontractor similarly to maintain Employer's Liability Insurance on the Subcontractor's employees.

Coverage	Listing	Min Amt	Notes
Worker's Comp.			
	State	Statutory	
	Applicable Federal	Statutory	
Employer's Liability			
	Bodily Injury by accident	\$500,000	each accident
	Bodily Injury by disease	\$500,000	each employee
	Bodily Injury	\$500,000	policy limit

C. Commercial General Liability Insurance.

- (1) The Contractor shall provide Commercial General Liability Insurance in a policy form providing no less comprehensive and no more restrictive coverage than provided under the ISO® form CG00010798 or newer with standard exclusions "a" through "o" and with minimum limits as provided below. Any other exclusions that operate to contradict or materially alter the standard exclusions shall be specifically listed on the certificate of insurance and shall be subject to the prior written approval of the City Attorney.

Coverage	Min Amt	Notes
General	\$2,000,000	Aggregate
Products and Completed Operations	\$2,000,000	Aggregate
Personal and Advertising Injury	\$1,000,000	
Each Occurrence	\$1,000,000	
Fire Damage Limit	\$ 100,000	any one fire
Medical Damage Limit	\$ 10,000	any one person

(2) The required Commercial General Liability Insurance shall also include the following:

- Coverage for all premises and operations
- Endorsement to provide the general aggregate per project endorsement
- Personal and advertising injury included
- Operations by independent contractors included
- Contractual liability coverage included
- X.C.U. Coverage including coverage for demolition of any building or structure, collapse, explosion, blasting, excavation and damage to property below the surface of ground.
- Any fellow employee exclusions shall be deleted
- Coverage shall not contain an absolute pollution exclusion, and applicable remaining coverage shall apply for pollution exposures arising from products and completed operations.
- Coverage for products and completed operations maintained for duration of work and shall be maintained for a minimum of three years after final acceptance under the Contract or the warranty period for the same whichever is longer, unless modified in any Special Provisions.
- Contractual Liability coverage shall include contractually assumed defense costs in addition to any policy limits.

(3) If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing, Railroad Contractual Liability Endorsement (ISO® form CG24170196 or newer).

(4) City may at its sole option, and in lieu of being additional insured on the Contractor's policy, by written requirement in the Special Provisions or by written change order, require Contractor to provide a separate Owner's Protective liability policy. The premium cost to obtain such insurance shall be as paid as provided in the Special Provision or change order, with any related cost savings as reasonably determined by the City being reimbursed or paid to the City.

D. Vehicle liability insurance coverage.

- The Contractor shall provide reasonable insurance coverage for all owned, non-owned, hired and leased vehicles with specific endorsements to include contractual liability coverage and delete any fellow employee exclusion.
- If specifically required in the Special Provisions, the required coverage shall also include an endorsement for auto cargo pollution (ISO® form CA 99 48).

E. Railroad Protective Liability. If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing or otherwise required by the Special Provisions or applicable requirements of an affected railroad, the Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with

minimum limits for bodily injury and property damage of \$2,000,000 per occurrence, \$6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad. The original of the policy shall be furnished to the railroad and a certified copy of the same furnished to the City Attorney's office prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.

- F. **Umbrella or Excess Insurance.** The Contractor shall provide Umbrella or Excess insurance coverage with minimum coverage limits of \$3,000,000 each occurrence and aggregate.
- G. **City included as Insured on Contractor's Policy – Endorsements required.**
The Contractor shall provide adequate written documentation, including applicable ACORD certificates, declarations pages or other acceptable policy information demonstrating that the City is included as an additional insured along with the Contractor with respect to all of the coverages required in this "Section 2A Insurance Requirements," except for applicable Worker's Compensation coverage, to include all work performed for the City and specifically including, but not limited to, any liability caused or contributed to by the act, error, or omission of the Contractor, including any related subcontractors, third parties, agents, employees, officers or assigns of any of them. The documentation or endorsement shall specifically include the city as an additional insured for purposes of Products and Completed Operations. The inclusion of the City as additional insured shall be for coverage only on a primary basis for liability coverage, and no coverage shall contain a policy or other restriction or attempt to provide restricted coverage for the City, whether on an excess, contributory or other basis regardless of any other insurance coverage available to the City.

3. **CONTRACTOR'S INDEMNITY – CONTRACTUAL LIABILITY INSURANCE**

- A. To the same extent as specified for minimum coverage requirements in Section 2 above, the required insurance shall include contractual liability coverage to include indemnification and hold harmless agreements and provisions in the related Contract Documents, specifically including the following provision:
- (1) To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the City, its officers, agents, employees, volunteers and consultants from and against any and all claims, damages, losses, costs, and expenses, including but not limited to attorney's fees and costs arising out of or related to the Contract or the Contractor's activities, errors, or omissions related to the Contract including liabilities or penalties imposed by applicable, law, rule or regulation in connection therewith; provided that such claims, damages, losses, costs, and expenses, including but not limited to attorney's fees and costs:
 - is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use therefrom, and
 - is caused in whole or in part by any act or omission of the Contractor, any subcontractor, agent, officer, employee, or assigns of the same or by anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in whole or in part by a party indemnified hereunder.
 - (2) Such indemnification shall not be construed to negate, abridge, limit or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section.
- B. In any and all claims by any employee (whether an employee of the Contractor or subcontractor, or their respective agents or assigns by anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable as an employer) in whole or in part against the City, its officers, agents, employees, volunteers or consultants, the above indemnification shall not be limited in any way by the amount of damages, compensation, benefits or other contributions payable by or on behalf of a the employer under Worker's Compensation statutes, disability benefit acts, or any other employee benefit or payment acts as the case may be.

- C. The obligations of indemnification herein shall not include or extend to:
- (1) Any outside engineer's or architect's professional errors and omissions involving the approval or furnishing of maps, drawings, opinions, reports, surveys, change orders, designs or specifications within the scope of professional services provided to the City and related to the Contract; and
 - (2) Any claims arising out of the negligence of the City to the extent the same is the sole and proximate cause of the injury or damage so claimed.
- D. In the event of any litigation of any such claims shall be commenced against the City, Contractor shall defend the same at Contractor's sole expense upon notice thereof from the City. Contractor shall notify the insuring company that the City reserves and does not waive any statutory or governmental immunity and neither Contractor, nor Contractor's counsel whether employed by Contractor or by an insurer on behalf of the Contractor shall waive such defenses or enter into any settlement or other disposition requiring waiver of any defenses or immunity of the City without the express written consent of the City.

4. CONTRACTOR'S INSURANCE FOR OTHER LOSSES.

- A. Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools owned, rented or used in connection with the Contract including any tools, machinery, equipment, storage devices, containers, sheds, temporary structures, staging structures, scaffolding, fences, forms, braces, jigs, screens, brackets, vehicles and the like owned or rented by Contractor, or Contractor's agents, subcontractors, suppliers, or employees.
- B. In connection with the above, Contractor shall cause or require any applicable insurance related to physical damage of the same to provide a waiver of a right of subrogation against the City.

5. NOTIFICATION IN EVENT OF LIABILITY OR DAMAGE.

- A. The Contractor shall promptly notify the City in writing and provide a copy of all claims and information presented to any of Contractor's insurance carrier/s upon any loss or claim or upon any occurrence giving rise to any liability or potential liability related to the Contract or related work. The notice to the City shall include pertinent details of the claim or liability and an estimate of damages, names of witnesses, and other pertinent information including the amount of the claim, if any.
- B. In the event the City receives a claim or otherwise has actual knowledge of an any loss or claim arising out of the Contract or related work and not otherwise known to or made against the Contractor, the City shall promptly notify the Contractor of the same in writing, including pertinent details of the claim or liability; Provided, however the City shall have no duty to inspect the project to obtain such knowledge, and provided further that the City's obligations, if any, shall not relieve the Contractor of any liability or obligation hereunder.

6. PROPERTY INSURANCE/ BUILDER'S RISK.

- A. The Contractor shall provide property insurance (a/k/a Builder's Risk or installation Floater) on all Projects involving construction or installation of buildings or structures and other projects where provided in the Special Provisions. Such insurance shall be provided in the minimum amount of the total contract sum and in addition applicable modifications thereto for the entire work on a replacement cost basis. Such insurance shall be maintained until the City completes final acceptance of the work as provided in the Contract. Such insurance shall be written and endorsed, where applicable, to include the interests of the City, Contractor, Subcontractors, Sub-subcontractors in the related work. The maximum deductible for such insurance shall be \$5,000 for each occurrence, which deductible shall be the responsibility of the Contractor. Such insurance shall contain a "permission to occupy" endorsement.

- B. All related Property Insurance shall be provided on a "Special Perils" or similar policy form and shall at a minimum insure against perils of fire including extended coverage and physical loss or damage including without limitation or duplication of coverage: flood, earthquake, theft, vandalism, malicious mischief, collapse, and debris removal, including demolition whether occasioned by the loss or by enforcement of applicable legal or safety requirements including compensation or costs for City's related costs and expenses (as owner) including labor required as a result of such loss.
- C. All related Property Insurance shall include coverage for falsework, temporary buildings, work stored off-site or in-transit to the site, whether in whole or in part. Coverage for work off-site or in-transit shall be a minimum of 10% of the amount of the policy.
- D. The Contractor's Property Insurance shall be primary coverage for any insured loss related to or arising out of the Contract and shall not be reduced by or coordinated with separate property insurance maintained by the City.